

AMENDMENT TO AGREEMENT AND RELEASE

This Amendment to Agreement (“Amendment”) amends Paragraph 10 and removes Paragraph 15 of the Agreement between **EURIPEDES FRIAS NUNEZ** (hereinafter referred to as “Plaintiff”) on the one hand, and **NEW YORK LIVE POULTRY, INC., IBRAHIM ELZEINAB and TARECK ELZEINAB** (hereinafter collectively referred to as “Defendants”) on the other hand, regarding the settlement of the federal action against Defendants in the Southern District of New York, United States District Court, bearing Docket No.: **19-CV-9293**, alleging wage and hour violations under the Federal Labor Standards Act and New York Labor Law.

WHEREAS, the parties submitted a fully executed Agreement and Release for the Court’s review on August 27, 2020 [Docket No. 48-1] (“the Agreement”);

WHEREAS, The Honorable District Judge Lorna G. Schofield issued an Order on September 15, 2020 denying the parties’ motion for the approval and directing the parties to file the instant amendment by September 30, 2020;

WHEREAS, this Amendment shall become effectively immediately upon execution and has no effect on all other terms and conditions previously agreed to by the parties in the Agreement;

WHEREAS, counsel for their respective parties have been authorized to execute this Amendment on their clients’ behalves;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, Defendants and Plaintiff, having been represented by counsel, agree to amend the Agreement as follows:

1. Amendment to Paragraph 10 of the Agreement

Paragraph 10 previously stated:

10. Non Disparagement: Employee agrees that he will not publicly criticize or disparage the Company, its products or employees, nor will Employee unlawfully interfere with any of the Company’s business relationships. Truthful testimony by plaintiff necessary to comply with court process will not violate this section. Nothing in this section shall be interpreted as preventing Plaintiff from making truthful statements to Court official or its personnel.

Paragraph 10 is amended as follows:

10. Non Disparagement: Employee agrees that he will not publicly criticize or disparage the Company, its products or employees, nor will Employee unlawfully interfere with any of the Company's business relationships. Truthful testimony by Plaintiff necessary to comply with court process will not violate this section. Nothing in this section shall be interpreted as preventing Plaintiff from making truthful statements to Court official or its personnel. **Furthermore, nothing herein shall prevent Plaintiff from making truthful statements to anyone about Plaintiff's experiences litigating this case.**

2. Removal of Paragraph 15 of the Agreement

Paragraph 15 previously stated:

15. No Communication by Plaintiff with Personnel of Defendants: Plaintiff Nunez, notwithstanding any other provision of this Settlement Agreement, agrees (a) not to initiate communication, oral or written, with any personnel of the defendant store (past and present) located at 2235 Jerome Avenue, Bronx, New York ("Store" and/or "Store Premises") or (b) not to initiate communication with any store personnel elsewhere in the City of New York, at any time in the future nor (c) appear himself at such store premises and enter thereon, but (d) keep a distance of a minimum of 100 feet radius from the exterior of the store premises.


Paragraph 15 is removed from the Agreement and amended as follows:

15. This Paragraph has been removed from the Agreement on consent of both parties.

3. All other terms and conditions previously agreed to by the parties in the Agreement remain unchanged.

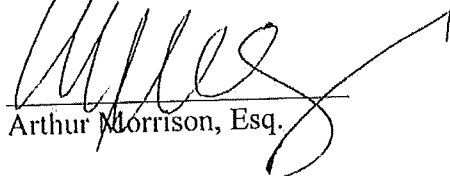
Dated: September 29 2020

Helen F. Dalton & Associates, P.C.
Attorneys for Plaintiff


James O'Donnell, Esq.

Dated: September 28, 2020

Morrison Law Offices of Westchester P.C.
Attorneys for Defendants


Arthur Morrison, Esq.